

EXHIBIT B



GPS: Non-Compete Agreement

Staff Policy Handbooks: Acknowledgement and Acceptance

I have been given access to and read a copy of the Massachusetts Premier Soccer LLC DBA Global Premier Soccer ("GPS") Staff Policy Handbook, the GPS Host Family Handbook, the GPS Transportation Manual and the GPS Child Protection Policy Handbook; all of which I have read prior to signing this document and agree to all terms and conditions detailed therein. I understand that changes may be made to the contents of all aforementioned Handbooks by GPS at any time and that it is my responsibility to stay up to date with all changes. GPS will document any policy changes via email and via posting on the GPS HR portal which all employees have access to.

I accept and acknowledge that I have been assigned to GPS RHODE ISLAND which is one of a number of entities owned and operated by GPS. As of today these entities include;

GPS Massachusetts that is a DBA of Massachusetts Premier Soccer LLC

GPS New Hampshire that is a DBA of Mass Premier Soccer in New Hampshire LLC

GPS New York that is a DBA of New York Premier Soccer LLC

GPS Jersey that is a DBA of Jersey Premier Soccer LLC

GPS Florida that is a DBA of Florida Premier Soccer LLC

GPS Vermont that is a DBA of Vermont Premier Soccer LLC

GPS Rhode Island that is a DBA of Rhode Island Premier Soccer LLC

GPS Carolina that is a DBA of Carolina Premier Soccer LLC

GPS Georgia that is a DBA of Georgia Premier Soccer LLC

GPS Maine that is a DBA of Maine Premier Soccer LLC

I accept and agree that my employment with GPS may involve me moving between these entities (collectively referred to in this document as GPS or Company) and I also accept and agree to abide by the terms of this non-compete agreement regardless of what state I am in based on the conditions and parameters outlined herein.

Specifically, I understand and agree that the staff policy handbook sets forth the terms and conditions of my employment with GPS and expresses Management/Owner's right to issue and enforce practices and procedures that it deems necessary to operate and protect its business interest. I further understand and agree that I must abide by the rules and policies in these Handbooks, as well as any changes that the Management/Owners may make from time to time.

I understand and am aware that it is imperative that all GPS staff maintain a high level of professionalism when interacting with players and parents. Furthermore, I understand and will adhere to the policies established in all Handbooks with regards to interaction with players and parents at all training sessions, games, tournaments and all other club events. I also acknowledge that as an employee of GPS I will have consistent access to specialized training in curriculum, methodology and business practices which, for the purpose of this agreement, shall be considered "Confidential Information."

"Confidential Information" shall also mean all, or any part of, and originals or copies of, any information disclosed in writing or in other tangible form or provided or disclosed orally or visually during the time of my engagement with GPS, including but not limited to, products, services, fees, concepts, player/coach/customer contact lists, research, services and other proprietary information and the like.

I understand and agree that I will be given and will have access to private and confidential information on the practices and procedures related to and associated with the operations and business of GPS and its affiliates. I agree that I will not disclose to any other party any trade secrets or Confidential Information acquired during the period of my engagement with GPS. I specifically agree not to disclose to any party or use for my own purposes, Confidential Information, including without limitation, consumer lists, player lists, business contacts, including soccer clubs, coaches, etc., which have dealt with GPS during the period of my engagement with GPS, all or any part of, the GPS curriculum, methodology of the GPS player development model, GPS business development strategies, marketing strategies and any and all details of the GPS business model.

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The Employee understands that the above list is not exhaustive and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. The Employee further acknowledges that the development or acquisition of such Confidential Information is the result of great effort and expense by the Company that the Company continues to invest substantial time, money and specialized knowledge into developing its strategy and products/programming, that its Trade Secrets and Confidential Information is critical to the survival and success of the Company and provides the Company with a competitive advantage over others in the marketplace and that the unauthorized disclosure or use of its Trade Secrets and Confidential Information would cause the Company irreparable harm.

The Employee further agrees, upon termination of employment, or earlier if requested by the Company at any time during the Employee's employment, promptly to deliver to the Company all Confidential Information, whether or not such Confidential Information was produced by the Employee's own efforts, and all other files, books, documents, computer disks or tapes, and other property prepared on behalf of the Company or purchased with Company funds, and to refrain from making, retaining or distributing copies thereof and to delete or destroy all copies of any such documents and materials not returned to the Company that remain in the Employee's possession or control, including those stored on any non-Company devices, networks, storage locations and media in the Employee's possession or control.

During Employee's employment with the Company and for one year after termination for any reason of Employee's employment, Employee agrees and covenants not to (i) provide services as an employee, stockholder, partner, co-venturer, independent contractor, or otherwise, within ~~any state where GPS operates the state or states the employee was active in while employed by GPS~~, on behalf of any business organization engaged in the same or similar business as the Company, including those engaged in the business of providing soccer coaching or will Employee engage in such activities on his/her own behalf, and will not engage in a position or activity which may require or inevitably require disclosure of Confidential Information, or (ii) directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of, any employee of the Company, and not to directly or indirectly, solicit, contact, attempt to contact or meet with the Company's current, former or prospective customers for purposes of offering or accepting goods or services similar to or competitive with those offered by the Company. The Employee further agrees and covenants that he will not at any time, on or after termination of his employment, make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Company or its businesses, or any of its employees, officers, investors, advisors, and other associated third parties.

The Employee agrees that he is an at will employee of the Company and that either he/she or the Company may terminate his employment at any time. This Agreement does not create an obligation on the part of the Company or any other person to continue the employment of the Employee.

I hereby covenant and undertake without prejudice and in addition to all other like obligations already or hereafter and for a period of 12 months following the termination date that ~~he/she~~ will neither directly nor indirectly be engaged, concerned or interested (whether solely or jointly with any other person, company, firm, organization or business entity) as an employee or principal of any business which is the same or similar to that which is in competition with or is likely to be in competition with the business from time-to-time of GPS and within the State or States that GPS was active in during the employee's period of employment with GPS, ending on the termination date.

I agree that any breach of this Agreement by me will cause irreparable damage to GPS and that in the event of such breach GPS shall have, in addition to any and all remedies at law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations set forth herein.

If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, including, but not limited to, an action for injunctive relief and/or a suit for damages, GPS shall be entitled to receive reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

The rights and remedies set forth in this agreement are cumulative of all other rights and remedies existing at law or in equity, and shall not be deemed to deprive GPS of any such other legal or equitable right or remedy, by judicial proceedings or otherwise, necessary or appropriate to enforce the terms, provisions, conditions and covenants contained in this agreement, or the employment of any remedy hereunder, or otherwise, and shall not prevent the concurrent or subsequent employment of another appropriate remedy or remedies.

Understanding of Agreement. THE EMPLOYEE STATES THAT HE/SHE HAS HAD A REASONABLE PERIOD SUFFICIENT TO STUDY, UNDERSTAND AND CONSIDER THIS AGREEMENT, THAT HE HAS HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL OF HIS CHOICE, THAT HE HAS READ THIS AGREEMENT AND UNDERSTANDS ALL OF ITS TERMS, THAT HE IS ENTERING INTO AND SIGNING THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, AND THAT IN DOING SO HE IS NOT RELYING UPON ANY STATEMENTS OR REPRESENTATIONS BY THE COMPANY OR ITS AGENTS.

Name (please print): LUKE KRAWCZYK

Signature: [Signature] Date: 10/2/2014

Witnessed By: _____ Date: _____

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